

22852

PATENT TRADEMARK OFFICE

PATENT
Attorney Docket No. 1142.0081-03

#17

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Kathleen H. Young *et al.*

Application No.: 09/556,390

Filed: April 24, 2000

For: NOVEL CELL SYSTEMS
HAVING SPECIFIC
INTERACTION OF PEPTIDE
BINDING PAIRS

)
)
)
)
) Group Art Unit: 1636
)
)
) Examiner: B. Loeb
)
)
)
)

Assistant Commissioner for Patents
Washington, DC 20231

Sir:

RECEIVED
APR 14 2003
TECH CENTER 1600/2900

TERMINAL DISCLAIMER

Assignee, American Cyanamid Company, duly organized under the laws of Maine and having its principal place of business at Five Giralda Farms, Madison, New Jersey 07940, represents that it is the assignee of the entire right, title and interest in and to the above-identified application, application no. 09/556,390, filed April 24, 2000, for Novel Cell Systems Having Specific Interaction of Peptide Binding Pairs in the names of Kathleen H. Young and Jian Cao, as indicated by an assignment duly recorded in the United States Patent and Trademark Office ("USPTO") at Reel 010963, Frame 0487 on July 28, 2000, a document evidencing a change in name from American Home Products Corporation to Wyeth recorded in the USPTO at Reel 012828, Frame 0928 on April 12, 2002, and an assignment from Wyeth to American Cyanamid

FINNEGAN
HENDERSON
FARABOW
GARRETT &
DUNNER LLP

1300 I Street, NW
Washington, DC 20005
202.408.4000
Fax 202.408.4400
www.finnegan.com

04/11/2003 AWONDAF 00000166 09556390

01 FC:1814

110.00 0P

Company submitted for recordation on January 30, 2003, but, to the undersigned's knowledge, not yet recorded by the USPTO as of this date. A copy of the latter assignment and recordation form cover sheet is attached as Exhibit 1. Assignee, American Cyanamid Company, further represents that it is the assignee of the entire right, title and interest in and to U.S. Patent No. 6,284,519, as indicated by an assignment duly recorded in the USPTO at Reel 7189, Frame 0943 on September 6, 1994.

To obviate a double patenting rejection, Assignee hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. §§ 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior U.S. Patent No. 6,284,519. Assignee hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, Assignee does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of prior U.S. Patent No. 6,284,519, as presently shortened by any terminal disclaimer, in the event that the prior patent later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a

FINNEGAN
HENDERSON
FARABOW
GARRETT &
DUNNER LLP

1300 I Street, NW
Washington, DC 20005
202.408.4000
Fax 202.408.4400
www.finnegan.com

reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

In accordance with the fee schedule set forth in 37 C.F.R. § 1.20(d), the required fee of \$110.00 is being filed with this disclaimer.

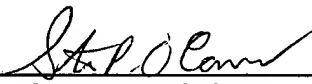
If a check for the required fee is not filed concurrently herewith or if there are any additional fees due in connection with the filing of this Terminal Disclaimer, please charge the fees to our Deposit Account No. 06-0916. If a fee is required for an extension of time under 37 C.F.R. § 1.136 not accounted for above, such an extension is requested and the fee should also be charged to Deposit Account No. 06-0916

The undersigned is an attorney of record.

Respectfully submitted,

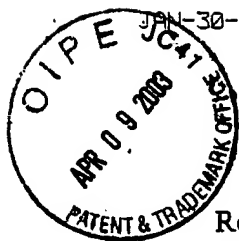
FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.

Dated: April 9, 2003

By: 
Steven P. O'Connor
Reg. No. 41,225

FINNEGAN
HENDERSON
FARABOW
GARRETT &
DUNNER LLP

1300 I Street, NW
Washington, DC 20005
202.408.4000
Fax 202.408.4400
www.finnegan.com

Ticket No: ACY32352P1
PatentRecordation Form Cover Sheet
Patents OnlyU.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

To the Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Submission Type

- ☒ New
☐ Resubmission (Non-Recordation)
Document ID #
☐ Correction of PTO Error
Reel # Frame #
☐ Corrective Document
Reel # Frame #

2. Conveyance Type:

- ☒ Assignment ☐ License ☐ Security Agreement
☐ Other ☐ Change of Name ☐ Merger

3. Conveying party(ies):

Wyeth

Additional name(s) of conveying party(ies) attached:

- ☐ Yes
☒ No

Execution Date: December 30, 2002

4. Receiving party(ies):

American Cyanamid Company
Five Giralda Farms
Madison, New Jersey 07940

Additional name(s) and address(es) attached:

- ☐ Yes
☒ No

5. Correspondent address:

Darryl L. Webster
Wyeth
Patent Law Department
Five Giralda Farms
Madison, NJ 07940
Tel. No. (973) 683-2159

RECEIVED
APR 14 2003
TECH CENTER 1600/2900

cket No: ACY32352P1
Patent

6. Application number(s) or patent number(s): 09/556,390
If this document is being filed together with a new application, the execution date of the application is
A. Patent Application Number(s):
B. Patent Number(s):
C. Patent Cooperation Treaty (PCT) Application Number(s) (only if a U.S. Application Number has not been assigned):
Additional numbers attached:
☐ Yes
☒ No

7. Pages: Enter the total number of pages of the attached conveyance document including any attachments: 2

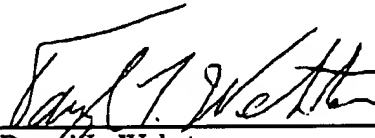
8. Total number of properties involved: 1

9. Total Fee (37 CFR 3.41): \$40.00
☐ Enclosed
☒ Authorized to be charged to deposit account.

10. Deposit Account Number: 01-1300
Authorization is given to charge any additional fees to deposit account.
(Attach duplicate copy of this page if paying by deposit account).

11. Statement and Signature:
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

1/30/03
Date


Daniel L. Webster
Attorney for Applicants
Reg. No. 34,276

S:\PATENTS\BIO SHARE.PAT\ Webster\03-DLW\Forms\ACY32352P1.Recordation.Assignment.doc

cket No: ACY 32,352P1
Patent

For: ☒ U.S. and/or ☒ Foreign Rights
For: ☒ U.S. Application or ☐ U.S. Patent

Assignment of Invention

In consideration of the payment by ASSIGNEE to ASSIGNOR of good and valuable consideration, the receipt of which is hereby acknowledged,

ASSIGNOR: Wyeth, a company organized and existing under the laws of the State of Delaware, United States of America having a principal place of business at Five Giralda Farms, Madison, NJ 07940, hereby sells, assigns and transfers to ASSIGNEE:

AMERICAN CYANAMID COMPANY

a corporation organized and existing under the laws of the State of Maine, United States of America having a principal place of business at Five Giralda Farms, Madison, New Jersey, 07940 United States of America

and the successors, assigns and legal representatives of the ASSIGNEE their entire right, title and interest for the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in and to the invention entitled:

**NOVEL CELL SYSTEMS HAVING SPECIFIC INTERACTION OF PEPTIDE
BINDING PAIRS**

and which is found in

- (a) ☒ U.S. application Serial No.09/556,390 filed on April 24, 2000
- (b) ☐ U.S. Patent No. issued on:
[Check (c) if foreign application(s) is also being assigned]
- (c) ☒ and any legal equivalent thereof in a foreign country,

including the right to claim priority, including any and all improvements disclosed therein, and in and to all Letters Patent to be obtained for said invention by the above application or any subsequently filed provisional, nonprovisional, continuation, divisional, renewal, extension, or substitute thereof, and as to Letters Patent any reissue or re-examination thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR authorizes ASSIGNEE to make applications for and to receive Letters Patent for said invention in any of said countries in its own name, or in ASSIGNOR'S name, at its election.

ASSIGNOR covenants and agrees to execute or procure any further necessary assurance of the title to said invention and any Letters Patent which may issue therefor and to, at any time, upon the request and at the expense of ASSIGNEE deliver any testimony in any interference, litigation or proceeding related thereto and execute all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patent which may be granted therefor in

